

STATE OF MICHIGAN  
COURT OF APPEALS

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KHEDER DEVELOPMENT, INC., f/k/a  
KHEDER BRANDT DEVELOPMENT, INC.,

UNPUBLISHED  
October 14, 2004

Plaintiff-Appellant,

v

ASSURANCE COMPANY OF AMERICA,

No. 247933  
Wayne Circuit Court  
LC No. 02-205790-CK

Defendant-Appellee.

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Before: Griffin, P.J., and Saad and O'Connell, JJ.

MEMORANDUM.

Plaintiff appeals as of right from a circuit court order granting defendant's motion for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff, a construction company, was sued by a client for defective workmanship. Plaintiff settled the claim and sought reimbursement from defendant, its general liability insurer. The trial court ruled that coverage was excluded under exclusion 2(j)(6) (property damage to that particular part of any property that must be restored, repaired, or replaced because your work was incorrectly performed).

Plaintiff contends that the trial court erred in granting defendant's motion because the policy was ambiguous. Specifically, exclusion 2(l) (property damage to your work arising out of it or any part of it and included in the products-completed operations hazard) was subject to an exception (if the damaged work or work out of which the damage arises was performed by a subcontractor). Because exclusion 2(j)(6) and 2(l) both make reference to "your work," plaintiff contends that the exception to exclusion 2(l) applies equally to exclusion 2(j)(6). We disagree.

We note first that plaintiff has not cited any law or other authority in support of its contention that an exception to one exclusion can be applied to a separate exclusion which is subject to its own exceptions. Therefore, the claim is deemed abandoned. *Prince v MacDonald*, 237 Mich App 186, 197; 602 NW2d 834 (1999). That aside, exclusions are not to be read cumulatively. Rather, each exclusion is to be read in conjunction with the insurance agreement but independently of other exclusions. *Hawkeye-Security Ins Co v Vector Constr Co*, 185 Mich App 369, 384-385; 460 NW2d 329 (1990). The trial court did not err in granting summary

disposition to defendant on the ground that insurance coverage was excluded under exclusion 2(j)(6) of the contract.

Affirmed.

/s/ Richard Allen Griffin

/s/ Henry William Saad

/s/ Peter D. O'Connell